

SIXTH AMENDMENT TO WORKFORCE INVESTMENT ACT CONTRACT BETWEEN  
THE CITY OF DURHAM AND GENERAL MANAGEMENT SOLUTIONS, INC. (GMSI)  
OF VIRGINIA BEACH, VA

This contract ("Sixth Amendment") is made and entered into as of the 2<sup>nd</sup> day of December, 2013, between the City of Durham, a municipal corporation ("City") and General Management Solutions, Inc. ("Contractor"), a corporation organized and existing under the laws of Virginia.

The City and the Contractor entered into a contract titled "Workforce Investment Act Contract Between the City of Durham and General Management Solutions, Inc. of Virginia Beach, VA" dated August 30, 2010. That contract is referred to as the "Original Contract."

The City and the Contractor entered into a first contract amendment titled "Workforce Investment Act Contract Amendment between the City of Durham and General Management Solutions, Inc. (GMSI)" dated May 1, 2011. That contract is referred to as the "First Contract Amendment." The First Contract Amendment added to the original scope of work and augmented the compensation under the Original Contract from \$825,000 to \$915,000.

The City and the Contractor entered into a Second contract amendment titled "Second Amendment to Workforce Investment Act Contract between the City of Durham and General Management Solutions, Inc. (GMSI)" dated October 1, 2011. That contract is referred to as the "Second Contract Amendment," and both extended the GMSI services for an additional year with modifications to the scope of work and compensation increasing the total contract amount to \$1,730,227.

The City and the Contractor entered into a Third Amendment titled "Third Amendment to Workforce Investment Act Contract between the City of Durham and General Management Solutions, Inc. (GMSI)" dated May 1, 2012 to expand the services provided under "Second Contract Amendment" and amend the payment budget adding \$190,000 through June 30, 2013.

The City and the Contractor entered into a Fourth Contract Amendment titled "Fourth Amendment to Workforce Investment Act Contract between the City of Durham and General Management Solutions, Inc. (GMSI)" dated October 1, 2012. That contract is referred to as the "Fourth Contract Amendment" and both extended the GMSI services for an additional year with modifications to the scope of work and compensation increasing the total contract amount to \$2,661,227.

The City and the Contractor entered into a "Fifth Amendment titled Fifth Amendment to Workforce Investment Act Contract between the City of Durham and General Management Solutions, Inc. (GMSI)" dated October 1, 2013 to extend the services for an additional six months with modifications to the scope of work and to increase the total amount of the contract by \$495,000 for compensation of services delineated in Attachment A and A-1 of the Fifth Amendment.

The purpose of this Sixth Amendment is to modify the scope of work and increase the total amount of the contract by \$200,000 for compensation of services delineated in Attachment A-2 of this Sixth Amendment.

The Original Contract is further amended as follows:

1. Delete Section 2, "Purpose/Program Narrative" of the Original Contract and replaced with the following:

Section 2, Purpose/Program Narrative Contractor shall perform the services and activities outlined in Attachment A of the Fifth Amendment, Attachment A-1 of the Fifth Amendment and Attachment A-2 of this Sixth Amendment. Those services and activities are sometimes referred to in this contract as the "Scope of Work" or the "Deliverables". The Contractor shall begin performance of these services and activities on October 1, 2013. It shall complete those services and activities by March 31, 2014. At the end of this contract, a service provider will be selected for recommendation of the next Adult Workforce Investment Act contract from the proposals received in response to the October 2013 Request for Proposal.

2. Delete Section 3, Complete Work without Extra Cost of the Original Contract and replaced with the following:

Section. 3. Complete Work without Extra Cost. Except to the extent otherwise specifically stated in this contract and in Attachment B of the Fifth Amendment and B-1 of the Fifth Amendment, and B-2 of this Sixth Amendment, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

3. Delete Section 4, "Payment under the Contract." of the Original Contract and replaced with the following:

Section 4, "Payment under the Contract". The City shall make payments on a cost reimbursement basis to the Contractor for services and activities described in Attachment A of the Fifth Amendment and Attachment A-1 of the Fifth Amendment and Attachment A-2 of the Sixth Amendment, and within the budgeted line-items provided for in Attachment B of the Fifth Amendment in the amount of \$305,000.00 and in Attachment B-1 of the Fifth Amendment in the amount of \$190,000, and B-2 of this Sixth Amendment in the amount of \$200,000 for a total contract increase of \$200,000.00 and a total Original Contract amount not to exceed \$3,356,227. Those payments shall be made by the City within 30 days of receipt of invoices for services received from the Contractor. No less often than monthly, the Contractor shall send invoices to the Workforce Development Administrator within the Office of Economic and Workforce Development, whose name and address shall be provided by the City. The City shall provide the Contractor with blank reporting forms referred to in this Contract, and Contractor agrees to use those forms and instructions.

Notwithstanding anything in the Contract which may be to the contrary, Contractor understands and agrees that any payment made under or in any way relating to this contract by the City is limited to the lesser of (i) funds made available for that purpose by the North Carolina Department of Commerce, Division of Workforce Solutions (DWS) under the grant referred to above, or a total maximum of the total contract amount of (ii) \$3,356,227. Payments shall be made on a cost reimbursement basis by the

City only for services and activities listed in Attachment A of the Fifth Amendment and Attachment A-1 of the Fifth Amendment and Attachment A-2 of this Sixth Amendment, and consistent with, and not exceeding, the budgeted line item amounts identified in Attachment B of the Fifth Amendment and B-1 of the Fifth Amendment and B-2 of this Sixth Amendment. Contractor performance will be reviewed on a monthly basis. Failure to reach the goals and objectives, and failure to carry out the services and activities as set out in Attachment A of the Fifth Amendment, Attachment A-1 of the Fifth Amendment, Attachment A-2 of this Sixth Amendment, Attachment B of the Fifth Amendment, Attachment B-1 of the Fifth Amendment, and Attachment B-2 of this Sixth Amendment in a timely manner, will result in delay of payment to Contractor and will be in breach of the Contract.

5. Add “Attachment A-2 of this Sixth Amendment”.

7. Add “Attachment B-2 of this Sixth Amendment”.

*[SIGNATURES APPEAR ON FOLLOWING PAGE(S)]*

IN TESTIMONY WHEREOF, the parties hereto have caused this Sixth Amendment to be executed, as of the day and year first above written.

CITY OF DURHAM

ATTEST:

By:

\_\_\_\_\_

\_\_\_\_\_

PREAUDIT CERTIFICATE

General Management Solutions, INC.

By: \_\_\_\_\_ (SEAL)

Title: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

ACKNOWLEDGMENT BY  
GENERAL MANAGEMENT SOLUTIONS INC.

I, a notary public in and for the aforesaid county and state, certify that

\_\_\_\_\_ personally appeared before me this day and stated that he or she is (strike through the inapplicable:) chairperson/ president/ chief executive officer/ vice-president/ assistant vice-president/ treasurer/ chief financial officer of GENERAL MANAGEMENT SOLUTIONS, INC., a corporation organized and existing under the laws of Virginia, and that by authority duly given and as the act of the corporation, he or she signed the foregoing contract or agreement with the City of Durham and the corporate seal was affixed thereto. This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires:

\_\_\_\_\_

\_\_\_\_\_

Notary Public

## ATTACHMENT A-2

### Sixth Amendment

#### STATEMENT OF WORK

Durham Workforce Development Board

GENERAL MANAGEMENT SOLUTIONS, INC.

#### Background

Contractor shall perform the following services and activities as part of the Workforce Investment Act Dislocated Worker services program with a budget not to exceed \$200,000 (in program dollars) between December 2, 2013 and March 31, 2014:

**General Management Solutions will provide services utilizing the Dislocated Worker Contingency Funds for 60-85 dislocated workers who reside in Durham County. Individuals among the 60-85 must be dislocated workers. The funds will be used to provide short-term occupational skills training and Work Experience (WEX) opportunities. GMSI will utilize approved training providers of the Durham Workforce Development Board and partner with local businesses and agencies to provide the work experiences.**

#### Deliverables

The Dislocated Worker Contingency Funds will allow GMSI to hire one staff member to work within the Integrated Service Delivery structure of the State of North Carolina and coordinate the short-term occupational skills trainings, Work Experiences, and placement of these 60-85 dislocated workers:

#### **Performance Outcomes:**

- By February 2, 2014, Forty-Five Dislocated Worker participants will be identified as in need of short-term occupational training to overcome barriers and placed in Bootcamp and short-term occupational trainings or in Work Experiences.
- By March 31, 2014, Eighty-Five Dislocated Worker participants will have been identified as in need of Short-term occupational training to overcome barriers and placed in Bootcamp and short-term occupational trainings or in Work Experiences.
- Placement will be ongoing with short-term occupational and Work Experience training participants using dislocated worker funds. The goals will be tiered with an expectation to have:

- 70% of the training participants completing the Work Experience or short-term occupational training placed by March 31, 2014.

### **Outcome Measurements**

General Management Solutions, Inc. will maintain systems in place to measure program performance and ensure continuous quality improvement. To measure progress toward career center success indicators GMSI will use the number of dislocated workers identified as in need of short-term occupational skills training, # enrolled in Bootcamp/ short-term occupational skills training/ Work Experience, retention rate of short term occupational skills training/ Work Experience, exited with employment, and the average wage first quarter after exit with employment. The Program Manager will utilize NCWORKS.GOV to schedule services and track the participants' progress.

**A monthly report compiled by the Program Manager due to OEWD by the 13<sup>th</sup> of each month will include the following:**

- Number identified as in need of short-term occupational skills training/Work Experience.
- Number enrolled in Bootcamp
- Number enrolled in short-term occupational skills training outside of Bootcamp by training type.
- Number of North Carolina Institute of Minority Economic Development (NCIMED) Pilot program students provided Work Experience
- Number of Dislocated Worker Contingency Fund (DWCF) recipients completing training by month and total.
- Number of NCIMED Pilot Program Participants completing the three month Work Experience
- Number DWCF recipients exiting program with employment
- Average wage first, second, and third quarter after exit

### **Performance Evaluation & Monitoring**

- The Program Manager will participate in monthly review meetings with the City of Durham's Adult Program Coordinator. Program performance and progress toward anticipated outcomes are reviewed and analyzed at these meetings and strategies to ensure favorable outcome results are developed and implemented by the Program Manager.
- The Program Manager will participate in weekly Career Center Staff meetings in order to report results and further enhance the achievement of Career Center Success Indicators.
- The Program Manager will compile and analyze Performance Reports on a monthly basis and discuss results in one-on-one weekly meetings with each Case Manager.  
The entire GMSI team will meet once a week to review and discuss Performance Reports and strategies to ensure favorable results, and to review current caseloads and ensure that dislocated workers in need of the training are placed with the appropriate provider or Work Experience.

- GMSI Program Manager will work in direct collaboration with the OEWD Adult and Dislocated Worker Program Coordinator and the Career Center Manager to provide an ongoing assessment (monthly) of the project/customer flow and the alignment and/or clear delineation of the assigned roles/responsibilities of each GMSI case manager in order to provide an ongoing evaluation of program performance and the ability of the program to meet and/or exceed state negotiated goals.

### **Outreach and Orientation**

The GMSI staff member hired for the Dislocated Worker Contingency Funds Program will work in partnership with Career Center staff to identify and source dislocated workers that would benefit from a short-term occupational skills training or a Work Experience towards the objective of gaining employment. The staff member will work in partnership with the NCIMED Program Manager to identify Pilot Program participants that qualify for the Work Experience (WEX) and as necessary other supportive service to support the success of the Telecommunication and Energy Pilot Program. NCIMED will be subcontracted to serve as employer of record for the Work Experience (WEX) opportunities within the Pilot Program. This includes GMSI and their staff working as a part of the integrated service delivery model to provide services within the Career Center, and provide orientations or information sessions when needed in the community.

### **Follow Up Services**

The GMSI staff will provide appropriate follow up services to ensure job retention and to ensure that performance measures are met. These follow-up services are completed the first, second and third quarters after exit to ensure that the program meets performance measures established by the Division of Workforce Solutions. The Placement Specialists are responsible for following up with customers after exit. These cases are not exited until the assigned staff is sure that employment is stable and that the customer has made a reasonable adjustment to work.

A wide range of services are provided following placement with the goal of ensuring that the support and planning needed to maintain employment are in place. Utilizing the monthly report staff will track which customers are currently in follow-up stages. During this time staff will be able to reach out to customers via phone, mail and email to verify their employment. The Placement Specialists notifies the customers at time of exit they are being exited. The Placement Specialist makes sure the customers understand the availability of additional employment services over the next year. The staff will provide a “professional development” session for these customers so we are able to reach them in a group setting and allow them to continue to network. An opportunity for a “job upgrade” is greatly enhanced by attending these sessions.

### **Supportive Services**

The program staff will be trained in and maintain professional development opportunities in how to best assess and identify when support services are needed to ensure client success. Prior to using funds for these services, GMSI will assist the client in exploration of personal resources and other community programs and in making plans for addressing ongoing needs. Although in some cases supportive services are necessary in order for customer’s to obtain and retain a job.

When necessary, GMSI will provide transportation assistance, emergency childcare, clothing and emergency housing. Supportive services should be used as a tool for work. The need for these items should not interfere with a customer being successfully employed.

### **Customer Confidentiality**

All counseling activities are confidential and the staff consists of trained counselors who adhere to all counseling ethics and must sign a statement to this effect at the time of hire. All records are confidential, and standard federal guidelines for the maintenance of records are maintained.

### **Outreach Activities to Local Businesses and Agencies**

Businesses tend to use services they are familiar with, so it is important that they are introduced to the local One Stop and the benefits available to the job seeker and employer. The GMSI staff member coordinating the Dislocated Worker Contingency Funds program will also continue in partnership with the Career Center to look to our business community as a client and partner; utilizing their input to drive the types of training opportunities we support and the avenues of employment we direct our clients towards.

The Dislocated Worker Contingency Funds Coordinator will promote the Work Experience services and short-term Vocational (market driven) Training as a mutually beneficial vehicle for candidate recruitment and client work experience. The Work Experience (WEX) provides local employers financial incentives for working with WIA customers. The resources of the Work Experience (WEX) will provide the Telecommunications and Energy Pilot Program students with necessary training and exposure, encouraging the employer or other employers to hire the student for full time employment once the training is complete. GMSI will support NCIMED in the development of Work Experience (WEX) opportunities. GMSI will subcontract to NCIMED to serve as the employer of record for the Work Experiences (WEX) within the Telecommunications and Energy Pilot Program. The opportunities will be structured to ensure that they provide the employer and employee with concrete performance objectives. Programs will be designed to meet the specific needs of the individual employer and placements will be monitored by the Placement Specialist until the individual's training is completed.

### **To accomplish this staff will do the following:**

- Ensure staff understands the needs of the business community,
- Invite employer-input to help identify market needs and then drive client services,
- Utilize the NCWORKS.GOV database and track both contacts and outcome,
- Utilize the NCWORKS.GOV database based on skills to assist with employer recruitment,
- Provide marketing and customer service training to the entire staff,
- Partner with Career Center entities as part of the Business Service Team,
- Partner with approved DWDB training providers to provide short-term occupational skills trainings
- Encourage businesses and clients to attend Professional Networking groups to make connections with businesses, HR representatives and other business professionals.



### **Training Relevant to Current Labor Market**

In order to ensure that customers choose employment and training options by which they will become competitive and gain job security in the forefront of local labor market demand, training will only be approved in high demand occupations and when it is felt that the individual has a reasonable opportunity for success in their chosen field. Program staff will work in direct collaboration with OEWD staff and JobLink partners in order to provide an ongoing assessment off the current labor market. All training must be provided by an approved training vendor who is monitored by the Board. In **all** cases, training is contingent upon completing due diligence. Specifically, program staff will require all customers to research and then provide information about their chosen field. In turn, GMSI will provide the customers with information and feedback regarding their desired training choice. Open dialogue regarding the pros and cons of the proposed training helps to secure commitment and validates the choices made. GMSI staff will provide the customer with information from the DWDB's strategic plan and encourage them to look into training in high growth industries.

# Attachment B-2

Of the Sixth Amendment

## Federal Budget PY 2013 – 2014

Agency Name: General Management Solutions, Inc. (GMSI)

12/02/2013 - 03/31/2014

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<b>Program Costs</b>	<b>Line Item Totals</b>	<b>DW Services</b>
Staff Salaries	\$ 43,200.00	\$ 43,200.00
Staff Fringe Benefits	\$ 16,800.00	\$ 16,800.00
Work Experience	\$ 140,000.00	\$ 140,000.00
<b>Subtotal Training/Support Costs</b>	<b>\$ 200,000</b>	<b>\$ 200,000</b>
<b>Total Project Costs</b>	<b>Line Item Totals</b>	<b>DW Services</b>
Total Program Costs	\$ 200,000	\$ 200,000
<b>Total Program Costs</b>	<b>\$ 200,000</b>	<b>\$ 200,000</b>